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Attorneys for Plaintiff
 SHFL entertainment, Inc.

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA
 WESTERN DIVISION

SHFL ENTERTAINMENT, INC., a
 Minnesota corporation,

Plaintiff,

v.

ISB TECHNOLOGY LIMITED, a
 British Virgin Islands company, ISB
 SERVICES LTD., a Cyprus company,
 COSMO GAMING COMPANY
 LIMITED, a Malta company, and
 CASINO ITALIA SRL, an Italian
 Company,

Defendants.

CASE NO.: 2:13-cv-07596-RGK(CWx)

Honorable R. Gary Klausner

**[PROPOSED] CONSENT JUDGMENT
 AND PERMANENT INJUNCTION**

NOTE CHANGES MADE BY THE COURT.

Glaser Weil Fink Jacobs
 Howard Avchen & Shapiro LLP

[PROPOSED] CONSENT JUDGMENT AND PERMANENT INJUNCTION

1 Having considered the Complaint on file in this action and SHFL
2 entertainment, Inc. ("SHFL") on the one hand, and Casino Italia SRL, ("CIS") on the
3 other (each a "Party," and collectively the "Parties"), and the Parties having consented
4 to the terms of the permanent injunction set forth below, this Court hereby finds as
5 follows:

6 1. This case arises under the laws of the United States, specifically the
7 patent and trademark laws of the United States, 15 U.S.C. §1114, 15 U.S.C. §1125,
8 and 35 U.S.C. §271, *et seq.* This Court has original jurisdiction of this action under
9 15 U.S.C. §1121 and 28 U.S.C. §§ 1331 and 1338.

10 2. This Court has supplemental jurisdiction under 28 U.S.C. § 1367 because
11 the claims are so related as to form part of the same case or controversy.

12 3. This Court has personal jurisdiction over CIS because it solicits,
13 transacts and does business in this District, a substantial part of the wrongful acts or
14 omissions complained of occurred in this District, and CIS is subject to personal
15 jurisdiction in this District. Venue is proper in the United States District Court for the
16 Central District of California under 28 U.S.C. §§ 1391(b) and (c).

17 4. SHFL is, among other things, a manufacturer of casino gaming
18 equipment and licensor of proprietary games, including but not limited to the games
19 at issue: Let It Ride, Three Card Poker, Pair Plus, Casino War and Caribbean Stud
20 (the "games at issue" or "SHFL Games").

21 5. SHFL is the exclusive owner of all rights to United States Patent No.
22 6,237,916 entitled "Method and Apparatus for Playing Card Games" (the "'916
23 Patent"), United States Patent No. 6,698,759 entitled "Player Banked Three Card
24 Poker and Associated Games" (the "'759 Patent"), United States Patent No.
25 6,345,823 entitled "Method and Apparatus for Playing Card Games" (the "'823
26 Patent") and United States Patent No. 7,628,689 entitled "Poker Game with Blind Bet
27 and Player Selectable Play Wager" (the "'689 Patent").
28

6. SHFL owns and extensively uses several trademarks for the games at issue, which are well-known and famous throughout the United States and worldwide, including but not limited to: “Let It Ride,” U.S. Trademark Registration Number (“Reg. No.”) 2,178,254 (“LET IT RIDE”); the common law trademark rights to the “Three Card Poker” word mark which SHFL has used in interstate commerce in connection with software for the play of card games since at least as early as November 12, 2002 (“THREE CARD POKER”); “Casino War,” Reg. No. 1,860,468 and the common law trademark for “Casino War” (collectively, “CASINO WAR”); “Pair Plus,” Reg. No. 4,234,994 (“PAIR PLUS”); and “Caribbean Stud,” Reg. No. 1,787,117 (“CARIBBEAN STUD”).

7. SHFL’s patents and trademarks in the SHFL Games are all valid and subsisting and are conclusive evidence of SHFL’s ownership of and right to use the inventions, marks and designs shown therein in connection with entertainment services and games.

8. On October 15, 2013, SHFL filed this action against CIS alleging, *inter alia*, that CIS licenses casino games from ISB Technology Limited and ISB Services Ltd. and also markets, advertises, displays, sells, uses, licenses, leases, and/or distributes same including the games “Let It Ride” (also known as “Let Them Ride”); “Three Card Poker” (also known as “Poker 3 Cards”); “Pair Plus;” “Casino War;” and “Caribbean Stud” (also known as “Caribbean Poker”) (collectively, the “Infringing Games”).

9. SHFL further alleges that Casino Italia owns and operates the website <https://www.casinoitalia.it/> to facilitate its infringing conduct, including by displaying and making the Infringing Games available to be played in California and throughout the United States.

10. SHFL has no adequate remedy at law and the alleged harm to SHFL and to the public outweighs the harm to any legitimate interests of CIS.

11. CIS denies all allegations of the Complaint.

12. SHFL, on the one hand, and CIS on the other, desire to avoid the cost and expense of trial and to resolve the referenced disputes in a business-like fashion, but intend that the Court retain continuing jurisdiction in the event of the breach of the separate settlement agreement between SHFL and CIS relating to this case (the "Settlement Agreement") or this Consent Judgment and Permanent Injunction, or other need for judicial intervention.

In accordance with the Settlement Agreement, the parties hereto stipulate and agree to this consent judgment and to the entry of a permanent injunction against CIS in the form set forth below.

It is hereby ORDERED, ADJUDGED, and DECREED that: *as to these parties*

1. SHFL's Patents and Trademarks are Valid and Enforceable. SHFL's '916, '759, '823 and '698 Patents, and its LET IT RIDE, THREE CARD POKER, CASINO WAR, PAIR PLUS and CARIBBEAN STUD marks are valid, and enforceable.

2. Permanent Injunction against CIS. CIS, and all of its respective affiliates, subsidiaries, agents, officers, employees, representatives, successors, assigns, attorneys, and all other persons acting for, with, by, through, or under authority from CIS, or in concert or participation with CIS, are **permanently enjoined and restrained** from directly, or indirectly, infringing SHFL's patents, or trademarks for the SHFL Games in any manner, by:

a. Using, displaying, advertising, promoting, registering, transferring, or assigning, including on or in connection with any products, services, promotional items, domain names or web sites, the Let It Ride game, the Three Card Poker game, the Casino War Game, the Pair Plus game, the Caribbean Stud game, the LET IT RIDE, THREE CARD POKER, CASINO WAR, PAIR PLUS, and CARIBBEAN STUD marks, or any confusingly similar variation thereof;

b. Using, offering for sale, or selling, any trademark, logo, design, or

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source designation of any kind on or in connection with CIS's goods that is likely to cause confusion, mistake, deception, or public misunderstanding that such goods are produced or provided by SHFL, are sponsored or authorized by SHFL, or are in any way connected or related to SHFL;

c. Using, offering for sale, or selling, any trademark, logo, design, or source designation of any kind on or in connection with CIS's goods that dilutes or is likely to dilute the distinctiveness of the trademarks or logos of SHFL;

3. Payment of Settlement Sum. CIS shall pay SHFL the agreed upon sum on the date set forth in the Settlement Agreement.

4. Service. Service may be made upon the Parties by registered mail or overnight delivery service (acceptance signature required) addressed as follows:

To CIS: Casino Italia SRL, Attn: President, Jacopo Giacomini, 19 Via Corcolle, 00131, Rome, Italy, copy to counsel for CIS, Craig L. Winterman, Herzfeld & Rubin LLP, 1925 Century Park East, Suite 900, Los Angeles, California 90067.

To SHFL: SHFL entertainment, Inc., Attn: General Counsel, 6650 El Camino Road, Las Vegas, Nevada 89118, copy to counsel for SHFL, Adrian Pruetz, Glaser Weil Fink Jacobs Howard Avchen & Shapiro LLP, 10250 Constellation Blvd., 19th Floor, Los Angeles, California 90067.

A copy of this Consent Judgment and Permanent Injunction shall be deemed sufficient notice under Federal Rule of Civil Procedure 65.

5. Retention of Jurisdiction to Enforce Settlement Agreement and Consent Judgment and Permanent Injunction. The Court retains jurisdiction to enforce the parties' Settlement Agreement and the Consent Judgment and Permanent Injunction.

6. Entry of Judgment. The Court expressly determines that there is no just reason for delay in entering this Consent Judgment and Permanent Injunction

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1 pursuant to Federal Rule of Civil Procedure 54(a), and the Court enters this Consent
2 Judgment and Permanent Injunction against CIS.

3 7. Expenses of the Action. Each party shall bear its own costs and
4 attorneys' fees in connection with this action.

5 **STIPULATED AND CONSENTED TO BY:**

6
7 DATED: April 28, 2014

SHFL ENTERTAINMENT, INC.,

8 By: 

9
10 Name: Neil Davidson

11 Title: Secretary

12
13 DATED: April __, 2014

CASINO ITALIA SRL

14 By: _____

15 Name: _____

16 Title: _____

17
18
19 IT IS SO ORDERED, ADJUDGED AND DECREED:

20
21
22
23 DATED: _____

By: _____

HON. R. GARY KLAUSNER
United States District Judge

Glaser Weil Fink Jacobs
Howard Archen & Shapiro LLP

1 pursuant to Federal Rule of Civil Procedure 54(a), and the Court enters this Consent
2 Judgment and Permanent Injunction against CIS.

3 7. Expenses of the Action. Each party shall bear its own costs and
4 attorneys' fees in connection with this action.

5 **STIPULATED AND CONSENTED TO BY:**

6
7 DATED: April __, 2014

SHFL ENTERTAINMENT, INC.,

8 By: _____

9
10 Name: _____

11 Title: _____

12
13 DATED: April 25, 2014

CASINO ITALIA SRL

14 By: Tacopo Giacomini

15 Name: _____

16 Title: Amministratore Unico

17
18
19 IT IS SO ORDERED, ADJUDGED AND DECREED:

20
21
22
23 DATED: _____

By: _____

HON. R. GARY KLAUSNER
United States District Judge

1 pursuant to Federal Rule of Civil Procedure 54(a), and the Court enters this Consent
2 Judgment and Permanent Injunction against CIS.

3 7. Expenses of the Action. Each party shall bear its own costs and
4 attorneys' fees in connection with this action.

5 **STIPULATED AND CONSENTED TO BY:**

6
7 DATED: April __, 2014

SHFL ENTERTAINMENT, INC.,

8 By: _____

9
10 Name: _____

11 Title: _____

12
13 DATED: April __, 2014

CASINO ITALIA SRL

14 By: _____

15 Name: _____

16 Title: _____

17
18
19 IT IS SO ORDERED, ADJUDGED AND DECREED, *as between these parties*

20
21
22 DATED: MAY 16 2014

23 By: *[Signature]*
24 HON. R. GARY KLAUSNER
United States District Judge